

APPENDIX E TO DIR CONTRACT NO. DIR-TSO-3741

JURY/COURT SOFTWARE SERVICES AGREEMENT

Conduent State & Local Solutions, Inc.
12410 Milestone Center Drive
Germantown, MD 20876

(“CONDUENT”)

and

{INSERT CUSTOMER NAME AND ADDRESS HERE}

(“Customer”)

THIS AGREEMENT is made between CONDUENT and Customer as of the Commencement Date.

CONDUENT and the Customer have entered into a certain License Agreement (as that term is hereinafter defined) under which CONDUENT granted the Customer a right of use for the Licensed Software (as that term is hereinafter defined), all on the terms and conditions of DIR Contract No. DIR-TSO-3741 and such License Agreement. CONDUENT and the Customer desire to enter into this Agreement pursuant to which CONDUENT will provide Customer with services in connection with the Licensed Software, all in accordance with DIR Contract No. DIR-TSO-3741 and the terms and conditions of this Agreement as the same may be amended from time to time. Accordingly, the parties, intending to be legally bound, hereby agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information), and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement set forth as Appendix X to DIR Contract No. DIR-TSO-3741 are incorporated into this Agreement by this reference as fully as if written out below. If any other provision incorporated by reference from the License Agreement conflicts with any provision of DIR Contract No. DIR-TSO-3741 or this Agreement, the provision of DIR Contract No. DIR-TSO-3741 will control.

2. Additional Definitions. Each of the following additional terms will have the meaning ascribed to such term hereinbelow when used in this Agreement. Further, certain other terms may be defined in a Scope of Services (including without limitation in Exhibit A), and each such term

has the mean ascribed to it therein when used therein.

“Commencement Date” means the date identified on the signature page of this Agreement as the Commencement Date.

“Customization” means any CONDUENT-developed changes to and/or creations of Source Code and/or Object Code in compliance with a Customization Specification therefor, but without any other change whatsoever.

“Customization Defect” means, in each instance, a material deviation between a Customization and its Customization Specification, for which Customization Defect CONDUENT has confirmed that Customer has given CONDUENT enough information for CONDUENT to replicate the deviation on a computer configuration which is both comparable to the computer

configuration for which CONDUENT created the Customization and which computer configuration is under CONDUENT' control.

"Customization Delivery Date" means, for each Customization, the date Customer first receives that Customization at the Delivery Address.

"Customization Specification" means that detailed specification that Customer and CONDUENT will agree upon in each instance for a Customization, and from which Customization Specification CONDUENT will generate the Source Code and Object Code for such Customization.

"Exhibit A" means the Scope of Services that is attached to this Agreement and marked as Exhibit A.

"Fee" means the remuneration that Customer is to pay to CONDUENT for Services in any instance.

"License Agreement" means that certain Software License Agreement entered into by and between Customer and CONDUENT on or about the Commencement Date, pursuant to which License Agreement Customer obtained the right to use Licensed Software.

"Premises" means Customer's data processing facility(ies) located at such address or addresses as Customer may designate from time to time.

"Project Plan" means, in each instance, a detailed plan describing the specific Services to be performed by CONDUENT and the associated activities to be handled by Customer in connection therewith. Upon its creation and approval by both parties, the Project Plan will be deemed incorporated into this Agreement by reference, without further action by either party.

"Scope of Services" means, in each instance, the written description of Services

to be rendered by CONDUENT, and each which Scope of Services must be expressly incorporated by reference into this Agreement in each instance.

"Services" means, in each instance, the implementation, training, customization and/or technical services that CONDUENT is to provide to Customer pursuant to a Scope of Services and for the remuneration otherwise provided for in such Scope of Services or a correlating amendment to this Agreement.

"Software" means the Source Code and Object Code for application software products, operating systems, database systems, computer language facilities, development tools; and the related specification(s) therefor.

"Product Support & Enhancement Agreement" means that certain written agreement entitled the "Product Support & Enhancement Agreement" set forth as Appendix X of DIR Contract No. DIR-TSO-3741 and entered into by the parties on or about the Commencement Date, under which Product Support & Enhancement Agreement CONDUENT is to provide Customer with Improvements (as that term is defined in the Product Support & Enhancement Agreement) for the Baseline Licensed Software, all on the terms and conditions of and for the fees provided for in the Product Support & Enhancement Agreement.

3. Services. In consideration of Customer's payment of the Fee specified in Exhibit A and Appendix C of DIR Contract No. DIR-TSO-3741, CONDUENT agrees to furnish the Customer with the Services specified in Exhibit A. Absent the parties' execution of an amendment to this Agreement that provides to the contrary, this Agreement specifically excludes any responsibility on the part of CONDUENT for providing any services other than the Services specified in Exhibit A. CONDUENT can provide Customer with additional Services under the terms of DIR

Contract No. DIR-TSO-3741 and this Agreement. In any such instance, the parties will amend this Agreement to define such additional Services, to specify the Fee for such additional Services.

In each instance in which CONDUENT is to provide Services, the parties will develop a Project Plan that details the Services to be provided, identifies each party's responsibilities for such Services and sets for a schedule for the provision of such Services.

4. Customer Obligations.

4.1 Access. Customer agrees to permit CONDUENT' authorized personnel, and third parties as may be authorized by CONDUENT, access to the Premises and other Customer facilities, information, data, data communication services, and communication lines, at such times and for such purposes as reasonably necessary or appropriate to permit CONDUENT to perform its obligations under this Agreement.

4.2 Availability of Customer Personnel. Upon CONDUENT' reasonable request, Customer will make its personnel, including appropriate professional personnel, administrative personnel and other employees, reasonably available for technical assistance to the extent reasonably necessary in order to facilitate CONDUENT' performance of the Services its obligations.

5. Personnel.

5.1 Assignment of CONDUENT Personnel and Replacement of CONDUENT Premises-Based Personnel. Customer will have the right to request that CONDUENT remove and replace any CONDUENT personnel providing Services at the Premises if, in the reasonable opinion of Customer, such CONDUENT personnel do not possess the skills and experience necessary to render the Services for which CONDUENT has provided such personnel.

Promptly after receipt of Customer's request therefor (which right of request Customer will not unreasonably exercise), CONDUENT will replace such personnel, at no additional cost to Customer therefor.

5.2 CONDUENT Project Manager. CONDUENT will designate an CONDUENT Project Manager who will be responsible for coordinating CONDUENT' efforts and for communicating with the Customer Project Director regarding the Services.

5.3 Customer Project Director. Customer will designate a Customer Project Director who will be responsible for communicating with the CONDUENT Project Manager with regard to the proper execution of this Agreement and the obligations and duties under this Agreement.

6. Term. Subject to the events of termination in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3741, this Agreement will remain in full force and effect for a period of twelve months after the Commencement Date. The term during which CONDUENT will provide Customer with Services under any particular Scope of Services will be specified in the applicable Scope of Services. There will be three (3) one (1) year renewal options exercised by Customer providing Vendor thirty-day written notice prior to the then-expiration date.

7. Fees and Payment.

7.1. Fee Payment. In each instance, Customer will pay CONDUENT the Fee for Services in the manner specified in Appendix A, Section 8J of DIR Contract No. DIR-TSO-3741. Pricing shall be in accordance with Appendix C, Pricing Index, to DIR Contract No. DIR-TSO-3741.

7.2 Reimbursement of Expenses Additional. Except as may be otherwise specified in any particular Scope of Services, Customer will additionally reimburse CONDUENT for pre-approved

travel expenses that CONDUENT incurs in providing Customer with the Services in accordance with Appendix A, Section 8 of DIR Contract No. DIR-TSO-3741.

7.3 Payment of CONDUENT Invoices. Customer will pay each CONDUENT invoice in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3741.

8. Source Code and Software License For Customizations; Work Product Ownership

8.1 License To Use Customizations. Except to the extent that any Customization constitutes a “derivative work” of underlying copyrighted Software within the meaning of the definition set forth in Section 101 of the U.S. Copyright Act (in which event Customer’s right to use such derivative Customization will, in each instance, be governed by the license agreement governing Customer’s right to use the underlying copyrighted Software from which such Customization is derived), then subject to the terms and conditions of DIR Contract No. DIR-TSO-3741 and this Agreement, CONDUENT grants Customer a non-exclusive, non-transferable license to use, execute and copy as needed to use the Customization in Object Code form and Source Code form (where applicable), at the Premises and on the computer configuration for which CONDUENT created such Customization, all in accordance with all other terms and conditions of DIR Contract No. DIR-TSO-3741 and this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Customer will not disclose all or any part of the Source Code for any Customization to any person except to Customer Employees.

(b) Object Code. Customer has the right to use each Customization in Object Code form, in a test, production and/or disaster recovery mode.

(c) Right To Reproduce Customization Specifications. Customer can make copies of the Customization Specification for each Customization as needed for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of Customizations. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of any Customization. To the extent consistent with the Texas Public Information Act, Customer will not allow any Customization to be used by, or disclose all or any part of any Customization to, any person except Customer Employees on a “need to know” basis. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from a Customization by third parties on a strict “need to know” basis, and such use will not be deemed a non-permitted disclosure of the Customization. Customer will not allow any Customization, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining CONDUENT’ prior written consent (such consent which CONDUENT will not unreasonably withhold or delay) and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Right To Modify Customizations. Customer has the right to modify, improve, enhance and compile the Customizations, utilizing the Source Code delivered by CONDUENT pursuant to this Agreement.

(f) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that CONDUENT otherwise provides with any Customization. Customer must reproduce the unaltered Intellectual Property

Rights notice(s) in any full or partial copies that Customer makes of any Customization.

(g) Survival. Subject to the payment terms provided for in this Agreement, the provisions of this Subsection 8.1, including the license granted hereunder and all related rights and obligations, will survive the term or termination of this Agreement for any reason; provided, however, that Customer understands and agrees that in the event of termination of the license to the Licensed Software granted to Customer pursuant to the License Agreement, Customer's rights to utilize the Licensed Software would terminate, and accordingly, Customer's right to use any Customizations that are derivative works of the Licensed Software, in whole or in part, will terminate.

8.2 Ownership of Work Product. Ownership shall be in accordance with Appendix A, Section 5. of DIR Contract No. DIR-TSO-3741.

9. Intellectual Property Indemnity By CONDUENT.

Indemnification shall be handled in accordance with Appendix A, Section 10A&B of DIR Contract No. DIR-TSO-3741.

10.3. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, CONDUENT DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES NOT INCORPORATED INTO THIS AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IMPOSED BY LAW OR WHICH COULD OTHERWISE ARISE IN

CONNECTION WITH CONDUENT'S PERFORMANCE UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY/ REMEDIES.

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3741.

12. No Hire Clause. During the period of this Agreement and any resulting Subcontract, neither party hereto shall solicit for hire any employee of the other associated with performance under this Agreement or any resulting Subcontract; nor shall they hire such employee without prior written consent of the party which employs that individual. Individuals previously employed by either party may be solicited for hire and hired, without such written approval, one (1) year after termination of their employment with the party which employs the individual. Publically published employment opportunities do not violate this provision.

13. Entire Agreement. DIR Contract No. DIR-TSO-3741 and this Agreement contain the entire understanding of the parties with respect to its subject matter, and supersede and extinguish all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Commencement Date: _____

CONDUENT

By: _____

(Printed Name and Title of Signatory)

CUSTOMER

By: _____

(Printed Name and Title of Signatory)

EXHIBIT A

STATEMENT OF WORK/PAYMENT SCHEDULE